MINNESOTA HISTORICAL SOCIETY

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This agreement is made on the 215 day of 000000, 20 to by the City of Minneapolis acting through the Department of Community Planning and Economic Development (hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's State Historic Preservation Officer (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: Grain Belt Office Building which is owned by the GRANTEE and is listed on the National Register of Historic Places.

The Property is comprised of grounds, collateral, appurtenances, and improvements and is known as the <u>Grain Belt Office Building</u>. The Property is located at Marshall St. and 13th Ave. N.E., Minneapolis in Hennepin County.

In consideration of the sum of \$125,000 received through the Minnesota Historical and Cultural Grants Program through the SOCIETY from the State of Minnesota (MHS Grant Number: 3591L-11-HE), the GRANTEE and upon the transfer and conveyance of the Property, it assigns, hereby agrees to the following for a period of twenty (20) years:

- 1. The GRANTEE and upon the transfer and conveyance of the Property, it assigns, agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the *National Register of Historic Places*.
- 2. The GRANTEE and upon transfer and conveyance of the Property, it assigns, agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
- 3. The GRANTEE and upon transfer and conveyance of the Property, it assigns, agrees that the SOCIETY, its agents or designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

MINNESOTA HISTORICAL SOCIETY 345 Kellogg Boulevard West Saint Paul, Minnesota 55102-1906

Michael J. Fox, Deputy Director Programs and Deputy State Historic Preservation Officer

Date: 10.21.10

CITY OF MINNEAPOLIS

signature – authorized officer

Date: 9/21/10

Cashy Polasky, Director of Economic Policy + Development print name and title
Approved as to Form:

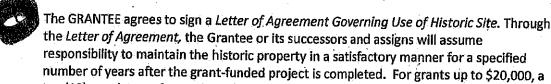
Assistant City Attorney

Finance Officer or Designer

- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the Grantee and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the Grantee and prior written approval by the Society.
- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the Grantee and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - 1. Minn. Stat. 16B.98 for Grants Management;
 - 2. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120
 - 3. Secretary of the Interior's Standards for Historic Preservation Projects.



ten (10) year letter of agreement is required; for grants greater than \$20,000, a twenty (20) year letter of agreement is required.

- D. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- E. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the